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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: City of Manchester, Laura Thomas, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-3636
Return To: Matthew L. Breckenfelder, 909 New Street, Manchester, Iowa Ph. 563-920-3994

FENCE AGREEMENT

This agreement made this 30th day of April, 2013, by and between Matthew L. Breckenfelder and Sara J. Breckenfelder, husband and wife, Party of the First Part, and, Gary J. Hosek, Attorney-in-Fact and Laverna M. Hosek, Party of the Second Part.

WHEREAS, the party of the first part wishes to build the fence on their property line, said fence being on the North property line of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

LOT 10, BLOCK 5, SHELDON AND HARRIS ADDITION TO MANCHESTER, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 1 PLATS, PAGES 97-98.

~~THIS DEED IS GIVEN IN FULFILLMENT OF A RECORDED REAL ESTATE CONTRACT BETWEEN THE PARTIES DATE APRIL 30, 2008 AND FILED MAY 1, 2009 IN BOOK 2009, PAGE 1774 OF THE RECORDS OF THE DELAWARE COUNTY RECORDER. EXEMPTION X APPLIES.~~

AND WHEREAS, the party of the second part agrees to said fence being on the South property line of the party of the second part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

LOT NINE (9), BLOCK FIVE (5), SHELDEN & HARRIS ADDITION TO MANCHESTER (EXEMPTION #11 APPLIES).

AND WHEREAS, the said fence to be on the North property line of the party of the first part; and the South property line of the party of the second part:

AND WHEREAS, Section 169.05 "FENCES AND WALLS" of the Zoning Code of Ordinances of the City of Manchester, Iowa, requires an agreement in writing be established for the erection of a fence or wall on the property line.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and in consideration of the mutual benefits to be gained by the parties, it is agreed as follows:

1. That said fence may be built on the property line of both parties. That said fence shall be erected and maintained solely at the expense of the party of the first part.
2. That the respective property owners are responsible for maintenance of the property on their respective sides of the property line.
3. That the party of the first part shall hold the party of the second part and their agents harmless from any and all liability, claims or suits for damages with respect to any claims, demands, or causes of action of any kind or nature with respect to said fence.
4. That this said written agreement shall be binding upon the parties to this agreement, their successors and assigns, and shall run with the land so long as the said fence remains in place.
5. Both parties warrant title to their property is sufficient authority for them to enter into this agreement agree the City is not responsible for any title issues that may arise.

PARTY OF THE FIRST PART

Matthew L. Breckenfelder

Matthew L. Breckenfelder
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 30th day of April, 2013, before me, a Notary Public in and for the State of Iowa, personally appeared, **Matthew L. Breckenfelder**, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as **his** voluntary act and deed.

NANCY S. CHAPMAN
Commission Number 710118
My Comm. Exp. 5/22/16

Nancy S Chapman
Notary Public in and for the State of Iowa

Printed Notary Name Nancy S Chapman

PARTY OF THE FIRST PART

Sara J. Breckenfelder

Sara J. Breckenfelder
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 30th day of April, 2013, before me, a Notary Public in and for the State of Iowa, personally appeared, **Sara J. Breckenfelder**, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as **his** voluntary act and deed.

NANCY S. CHAPMAN
Commission Number 710118
My Comm. Exp. 5/22/16

Nancy S Chapman
Notary Public in and for the State of Iowa

Printed Notary Name Nancy S Chapman

PARTY OF THE SECOND PART

Gary J. Hosek

Gary J. Hosek, Attorney –in-Fact
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 30th day of April, 2013, before me, a Notary Public in and for the State of Iowa, personally appeared, Gary J. Hosek, Attorney-in-Fact, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as **his** voluntary act and deed.

NANCY S. CHAPMAN
Commission Number 710118
My Comm. Exp. 5/22/16

Nancy S Chapman
Notary Public in and for the State of Iowa

Printed Notary Name Nancy S Chapman

PARTY OF THE SECOND PART

LaVerna M. Hosek

LaVerna M. Hosek
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 30th day of April, 2013, before me, a Notary Public in and for the State of Iowa, personally appeared, LaVerna M. Hosek, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as **her** voluntary act and deed.

NANCY S. CHAPMAN
Commission Number 710118
My Comm. Exp. 5/22/16

Nancy S Chapman
Notary Public in and for the State of Iowa

Printed Notary Name Nancy S Chapman